TUITION RECIPROCITY AGREEMENT

Owens Community College The University of Toledo And Eastern Michigan University Monroe County Community College

This Tuition Reciprocity Agreement is entered into by and between the Chancellor of the Ohio Board of Regents, Owens Community College and the University of Toledo, pursuant to the provisions of Section 3333.17 of the Ohio Revised Code and the Michigan Department of Labor and Economic Growth, Eastern Michigan University and Monroe County Community College, pursuant to the provisions of the Reciprocal Exchange of Educational Services Act, 1972 PA 251, MCL 390.501 et seq., and in compliance with rules and procedures of these Parties.

I. Purpose

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the region while limiting the cost of such expansion to the taxpayers of Ohio and Michigan through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of this region without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

II. Terms

1. Duration and Termination

The Agreement shall be effective beginning July 1, 2009 through June 30, 2011 and may be renewed prior to June 30, 2011 by mutual consent of all of the Parties for a period of two-years. As the Agreements must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for the term of July 1, 2011 to June 30, 2013.

a. All parties agree to meet regularly to discuss expansion of the agreement prior to June 30, 2011. Regular meetings for that purpose will be coordinated by the Chancellor of the Ohio Board of Regents and the Michigan Department of Labor and Economic Growth.

The Agreement may be amended through mutual consent of all Parties, providing the amendment is in writing and signed by all Parties to the Agreement prior to the effective date of the amendment.

a. The Parties may amend the Agreement in the following manner. Amendments must be presented to each of the Parties of this Agreement for their consideration. Each Party of this Agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the Agreement. The responses will be sent to all Parties in the Agreement. After sixty (60) days, if all Parties approve of the

proposed amendment, the Agreement will be amended. If all Parties do not approve, the Agreement will not be amended.

A review of this Agreement may occur from time to time at the request of any Party hereto, provided all Parties to this Agreement are served with written notice of such request at least ninety (90) days prior to said review.

This Agreement may be terminated by any of the participating institutions, the Chancellor of the Ohio Board of Regents, or the Michigan Department of Labor and Economic Growth on June 30 of any year, with at least ninety (90) days prior written notice to each of the Parties to this Agreement.

2. Michigan Residents' Eligibility for Ohio Programs

Owens Community College agrees to accept at Ohio resident tuition rates, any resident of Monroe County of Michigan who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Owens Community College in the programs not specifically excluded from this Agreement. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

Majors and/or programs at Owens Community College which are included in this Agreement are indicated on Attachment A.

The University of Toledo agrees to accept at Ohio resident tuition rates, any resident of Monroe County of Michigan who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at the University of Toledo in the programs not specifically excluded from this Agreement. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

All programs offered at the University of Toledo are included in this Agreement.

3. Ohio Residents' Eligibility for Michigan Programs

Eastern Michigan University agrees to accept at Michigan resident tuition rates, any resident of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Eastern Michigan University in the programs not specifically excluded from this Agreement. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

All programs offered at Eastern Michigan University are included in this Agreement.

Monroe County Community College agrees to accept at Michigan in-state, out-ofdistrict tuition rates, any resident of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Monroe County Community College in the programs not specifically excluded from this Agreement. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

Majors and/or programs at Monroe County Community College which are included in this Agreement are indicated on Attachment A.

4. New Program Eligibility

Any new program may be included in this Agreement upon successful completion of the Agreement's amendment process, as listed above. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

5. Resident Status

- a. During the period of the Agreement, the Chancellor of the Ohio Board of Regents will consider residents of Michigan who attend Owens Community College and the University of Toledo under this Agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to Owens Community College and the University of Toledo.
- b. During the period of this Agreement, the Michigan Department of Labor and Economic Growth will consider residents of Ohio who attend Eastern Michigan University under this Agreement as qualifying for Michigan resident tuition rates.
- c. During the period of this Agreement, the Michigan Department of Labor and Economic Growth will consider residents of Ohio who attend Monroe County Community College under this Agreement as qualifying for Michigan, instate, out-of-district tuition rates.

6. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of his/her institution, will continue to receive reciprocity benefits under this Agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institutions of his/her future status. If the Agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until the completion of their programs of study, subject to the biennial limitations as described in paragraph II.1.

7. Notice, Application, and Waiver

The availability of in-state, out-of-district, or resident tuition rates under this agreement shall be advertised to applicants and/or to students of Owens Community College and the University of Toledo, and Eastern Michigan University and Monroe County Community College by any means deemed appropriate by those institutions.

All eligible students who want to receive in-state, out-of-district, or resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll. Failure to apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for the reciprocal rates under this agreement.

8. Annual Report

By June 30 of each year, Owens Community College and the University of Toledo, and Eastern Michigan University and Monroe County Community College agree to provide annual reports on the enrollment and fiscal implications of the Agreement to the other respective institutions, the Michigan Department of Labor and Economic Growth, and the Chancellor of the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

III. CHANCELLOR OF THE OHIO BOARD OF REGENTS APPROVAL

This Agreement is not effective unless and until approved by the Chancellor of the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code.

IV. MICHIGAN LEGISLATIVE APPROVAL

This agreement is not valid unless and until approved by the appropriations committees of the Michigan House of Representatives and the Michigan Senate.

V. COUNTERPARTS

This Agreement may be executed in counterparts, each counterpart agreement shall be deemed an original and all of which together shall constitute one in the same instrument.

TUITION RECIPROCITY AGREEMENT

SIGNATURE PAGES

STATE AGENCIES

| <u>Michigan</u> | |
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| Stanley "Skip" Pruss | |
| Director | |
| Michigan Department of Energy, Labor and Economic Grov | wth |
| Signed: | |
| Date: | |
| | |
| Senator Ron Jelinek | |
| Chairman | |
| Senate Appropriations Committee | |
| Signed: | |
| Date: | |
| Representative George Cushingberry, Jr. Chairman House Appropriations Committee Signed: Date: 10/1/09 | |
| <u>Ohio</u> | |
| Eric D. Fingerhut, Chancellor | |
| Ohio Board of Regents | |
| Signed: | |
| Date: | |

INSTITUTIONS

| MICHIGAN |
|---|
| Susan W. Martin, President Eastern Michigan University Signed: Musen W. Martin |
| Date: 6-23-09 |
| David B. Nixon President Monroe Control Community Signed: 6-19-09 Christa Adams, President Owens Community College Signed: 6-23-09 |
| Lloyd A. Jacobs, M.D. |
| President |
| The University of Toledo |
| Signed: Thoy & Gleves |
| Signed: Lloy & Glues Date: 6/30/05 |

ATTACHMENT A

Owens Community College And Monroe County Community College

ELIGIBLE PROGRAMS OFFERED AT MONROE COUNTY COMMUNITY COLLEGE

Administrative Assistant – Legal Option
Banking Management
Accounting/CIS
*Education (AA/AS)
Early Childhood Development
Development
Electrocardiography Technician

Electronic Office Specialist

Gerontology Certificate

Industrial Management

Office Plant

Materials Technology
Metrology Technology
*Registered Nursing
*LPN Certificate
Phlebotomy Technician
Respiratory Therapy

Culinary Skills and Management

ELIGIBLE PROGRAMS OFFERED AT OWENS COMMUNITY COLLEGE

School of Arts & Sciences
Agribusiness Management and Technology
Landscape and Turfgrass Management Major
*Education (AA/AS)
Early Childhood Education Technology

School of Business & Information Technologies
Small Business Management Certificate
E-Business
Entrepreneurship Major
Information Systems

Information Technology Certificates Network and Systems Security Certificate International Business Networking and Information Systems Support

Supervision
Supervision Certificates

Marketing and Sales

Marketing and Sales Certificate

Financial Services Sales

Real Estate

Real Estate Certificate

Retailing Management

School of Health Sciences

Cancer Information Management

Dental Hygiene

Dietetic Technology

Dietary Manager Certificate

Health Information Management

Health Information Technology

Medical Coding Certificate

Medical Reimbursement Specialist Certificate

Medical Transcription Certificate

Massage Therapy

Medical Assistant Technology

*Nursing Program (Registered Nursing)

LPN/ADN Progression Program

Practical Nursing Certificate

International Nursing Certificate

Occupational Therapy Assistant Program

Physical Therapist Assistant Program

Radiographic Technology

Diagnostic Medical Sonography

Surgical Technology

School of Technology

Advanced Integrated Manufacturing Systems Technologies

Agricultural Equipment Technician Major

Architectural Engineering Technology

Biomedical Electronics Major

Construction Equipment Technician Major

Diesel Service Certificate

Diesel Technology

Environmental Health and Safety Coordinator Certificate

General Motors Automotive Service Educational Program (ASEP)

Industrial and Automation Electronics Major

Maintenance and Light Repair Certificate (FORD Motor Company)

Automotive Service Management Major

Water Treatment Certificate

School of Public Safety & Emergency Preparedness

Emergency Management and Planning

Emergency Medical Management

Emergency Medical Technician

Basic Certification

First Responder Certification

Intermediate Certification

Paramedic Certification

Peace Officer Academy

Fire Science Technology

Fire Officer Certificate Ohio Fire Academy Public Safety Communications

*MCCC AND OCC CAN OFFER AA/AS PROGRAMS IN ALL EDUCATION AREAS, AAS PROGRAMS IN APPRENTICESHIP TRAINING, AND REGISTERED NURSING, AS PART OF THIS AGREEMENT.

** All certificates which are less than thirty (30) credit hours are eligible under this agreement through MCCC and OCC.

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